

BYLAWS OF
ARBOR GREENE OF NEW TAMPA HOMEOWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION

Article I

Preamble

These are the Bylaws of Arbor Greene of New Tampa Homeowners Association, Inc. (the "Association"), a Florida corporation not-for-profit. The Articles of Incorporation of the Association (the "Articles") were filed in the office of the Secretary of the State of Florida on August 19, 1998. The Association has been organized for the purpose of administering and enforcing, within Arbor Greene, a residential community located in Tampa, Florida (the "Property"): (a) The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Arbor Greene recorded in Official Record Book 8473, Page 1973, as amended by First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 8736, Page 1637, and by Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions immediately after the adoption of the Bylaws to be recorded, all of the Public Records of Hillsborough County, Florida (collectively, the "Declaration"), and (b) the current Design Review Criteria (as that term is defined in the Declaration) promulgated by the Declarant (as defined below) and/or the Association. In the event of any inconsistency between these Bylaws and the Declaration, the Declaration shall control.

Article II

Offices

II.1 The principal office of the Association shall be located at 601 Bayshore Boulevard, Suite 650, Tampa, Florida 33606, or such other place in Hillsborough County as the Board of Directors (the "Board") shall determine.

II.2 For purposes of service of process, the Association shall designate a registered agent, which designation may be changed from time to time, and his office shall be deemed an office of the Association for purposes of service of process.

Article III

Membership & Voting Rights

III.1 The members of the corporation (the "Members") shall be the holders of all or a portion of the fee simple title to one or more of the platted lots within the Property (the "Lots"). The Association shall have the following two classes of membership:

(a) Class A. The Class A Members shall be all owners of Lots except the Class B Members, and shall be entitled to one equal vote for each Lot owned.

(b) Class B. The Class B Member shall be Arbor Greene Joint Venture, its successors and assigns ("Declarant"), and all persons who have taken title to one or more Lots from Declarant for the purpose of constructing residences thereon for resale (the "Builders"). Class B Members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership at such time as control of the Association is transferred.

When more than one person holds an ownership interest in a Lot, all such persons shall be Members. The vote(s) for such Lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any one Lot.

III.2 Change of membership in the Association shall be established by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument conveying record fee title to any Lot and by the delivery to the Association of a copy of such recorded instrument. The grantee designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated. In the event that a copy of such instrument is not delivered to the Association, the grantee shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

III.3 (a) Transfer of control of the Association shall occur when the Declarant elects to relinquish and transfer control, or one (1) year after all Class B Members have ceased offering Lots for sale in the ordinary course of business, whichever occurs first. When the Class B Members transfer control of the Association, the Class B membership shall cease and be converted to Class A membership.

(b) The Class B Members' relinquishment of control shall not require Declarant to relinquish control or allow the Association to assume control over any power or right which is reserved to Declarant pursuant to the Declaration for a period longer than the Class B Members' holding of voting control.

(c) After turnover of control of the Association, unless at least two-thirds (2/3) of the Members have given their prior approval, the Association shall not be entitled to, by act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Lots and the improvements thereon. Any such action shall not materially and adversely affect the beneficial use and enjoyment of the Lots by the Members.

(d) So long as Declarant or any Builder owns any Lot for development or for sale in the ordinary course of business, the Association may not take any action that would be detrimental to the sales of Lots by Declarant or the Builders, as determined in their reasonable judgment. However, an increase in assessments without discrimination against the Declarant or the Builders shall not be deemed to be detrimental to the sales of Lots.

Article IV

Members and Members' Meetings

IV.1 All Membership meetings shall be held at the principal office of the Association, or at such place and time as shall be designated by the Board of Directors of the Association (the "Board") and stated in a notice thereof.

IV.2 The Association shall maintain a roster of names and mailing addresses of the Members of the Association.

IV.3 An annual meeting of the Membership shall be held on the date and at a time determined by the Board from time to time every calendar year subsequent to incorporation. The purpose of the meeting shall be for the Members to elect a Board by a plurality of the votes cast in person or by proxy, subject to provisions of Section 5.1 of these Bylaws, and to transact other business as may properly be brought before the meeting.

IV.4 Special meetings of the Membership, for any purpose, unless otherwise prescribed by statute or by the Articles, may be called by the Board or at least five percent (5%) of the total voting interests of the Association. Business conducted at all special meetings shall be confined to the purposes described in the notice thereof.

IV.5 Notice of a meeting of the Membership stating the time and place of the meeting shall be given by the Secretary of the Association for each meeting. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

IV.6 One percent (1%) of the voting interests of Members entitled to vote must be present in person, or present by valid proxy, to constitute a quorum. A quorum shall be required at all meetings of the membership for the transaction of business, except as otherwise provided by statute, the Articles, or the Declaration. If a quorum cannot be reached at any meeting of the membership, the meeting may be adjourned by a vote of a majority of the Members present and reconvened without notice other than announcement at the meeting of the new date, time, and place at which the adjourned meeting shall be reconvened. If a new record date for the adjourned meeting is or must be fixed as provided by statute, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. Adjourned and reconvened meetings shall be at least three (3) days apart and, if a quorum is reached, any business may be transacted which might have been transacted at the adjourned meeting.

IV.7 When a quorum is reached at any meeting, a majority of the votes cast by the Members present in person, or represented by proxy, shall decide any question brought before such meeting, unless the question is one upon which a different vote is required by statute or by express provision of these Bylaws.

IV.8 Members may vote by proxy, and proxies may be used to establish a quorum. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Any proxy shall be effective only for the specific meeting for which originally given, as the meeting may lawfully be adjourned and reconvened from time to time. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. The proxy is revocable at any time at the pleasure of the Member who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

IV.9 Except as may otherwise be provided in the Declaration, the Articles, or these Bylaws, any action required or permitted to be taken at a membership meeting may be taken without a meeting, without prior notice, and without a vote if the action is taken by the Members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all Members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by the approving Members having the requisite number of votes and entitled to vote on such action, and delivered to the corporation by delivery to the Secretary. Written consents shall not be effective to take corporate action referred to in the consent unless the consent is signed by Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required herein. Within ten (10) days after obtaining such authorization by written consent, notice must be given to those Members who are entitled to vote on the action but who have not consented in writing. The notice must fairly summarize the material features of the authorized action.

IV.10 At all membership meetings, the President of the Association or, in his absence, the Vice-President, shall preside as chairman of the meeting or, in the absence of both, the Members shall elect a chairman.

IV.11 For election of Directors, Members shall vote in person or by proxy at a meeting of the Members.

Article V

Directors

V.1 The affairs of the Association shall be governed by the Board. The initial Board and the manner of filling vacancies of the initial Board shall be as set forth in the Articles. The election and size of the Board shall proceed in the following stages:

(a) Until the Class B Members transfer control of the Association as provided herein, the Class B Members shall have the sole and absolute right to designate the Directors of the Association by vote or written agreement of a majority of the voting interests of the Class B Membership as to each director.

(b) When the Class B Members have transferred control of the Association, the Class B Members shall cause its Directors to resign and be removed, and the Board shall be expanded to seven (7) directors. The Class A Members shall then be entitled to designate all Directors and any replacements thereof (except as provided below and in Section 5.5 of these Bylaws). No more than 45 days and no less than 30 days prior to the turnover meeting, the Association shall notify in writing all Members of the date and time of the turnover meeting and purpose of it, which is the election of a new Board of Directors of the Association.

Notwithstanding the foregoing, in the event the multi-family parcel within Arbor Greene (as shown on the development plan for Arbor Greene) is utilized for rental apartments (as opposed to condominium, fee simple townhome, zero lot line, or other fee simple form of ownership), then, after turnover of control of the Association by Declarant, the owner of the multi-family parcel will be entitled to designate one (1) of the Directors and any replacements thereof (except as provided in Section 5.5 below). If the multi-family parcel is not utilized for rental apartments, then the Class A members shall be entitled to designate all of the Directors.

V.2 The Board shall serve until the election of a new Board at the annual meeting of the membership, and each director shall be elected to serve until the next annual meeting of the membership or until his successor shall be elected and shall qualify. The number of directors shall be not less than three (3). The initial Board shall consist of three (3) directors as identified in the Articles.

V.3 Directors may be removed without cause by either (i) an affirmative vote of a

majority of the voting interest of the Class of membership who elected such Director(s), or (ii) the vote or agreement in writing by a majority of all the voting interest of the Association. If a director is removed by the vote of the majority of all voting interests of the Association, such removal must comply with the requirements of Section 617.0808, *Fla. Stat.*, and any vacancies created thereby shall be filled by the majority vote of the voting interest at the same meeting at which the Director was removed. Notwithstanding the foregoing, if the owner of the Multi-Family Parcel is entitled to designate a Director, then such Director may be removed with or without cause only at the election of the owner of the Multi-Family Parcel.

V.4 The Directors may hold their meeting and keep the books of the corporation at the office of the Association or at such other place as they may from time to time determine.

V.5 A vacancy on the Board shall be filled by the affirmative vote of a majority of the remaining Directors, even though the remaining Directors constitute less than a quorum, or by the sole remaining Director, as the case may be. Notwithstanding the foregoing, if a vacancy on the Board is caused by the removal of one or more Directors by a vote of the Members at a meeting, then any vacancies created thereby shall be filled by the Members at the same meeting.

V.6 The salaries of all employees and agents of the Association shall be fixed by the Board, except that salaries for Directors for services when acting in a capacity other than as a Director, shall be fixed by the Members, as provided in Paragraph 7.1 of these Bylaws.

Article VI

Enforcement

In addition to such other rights as are specifically granted under the Declaration, including actions to enjoin violations, the Board shall have the power to impose reasonable fines, not to exceed \$100 per violation, which shall constitute a lien upon the Lot of the violator, and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under the Declaration, these Bylaws, any rules and regulations duly adopted hereunder, or the Design Review Criteria (as that term is defined in the Declaration); provided, however, nothing herein shall authorize the Board to limit ingress and egress to or from a Lot. The Design Review Board (as defined in the Declaration), in addition to the Board of Directors, is specifically empowered to enforce the Design Review Criteria. In addition to the powers set forth above, suspend any services provided by the Association to an Owner or the Owner's Lot if the Owner is delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, guest or invitee of a Lot violates the Declaration, Bylaws, or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule shall not be deemed a waiver of the right of the Board to do

so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board (or its delegate) or the Design Review Board, as the case may be, shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days prior to a hearing before the Violations Committee appointed pursuant to Article XII hereof; and (iv) the date and time of the Violations Committee meeting. The Violations Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(b) Hearing. The hearing shall be held before the Violations Committee, at which time the Violations Committee shall hear reasons why penalties should not be imposed. If the Violations Committee does not, by majority vote, approve a proposed fine or suspension, it may not be imposed. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting.

(c) Appeal. Following a hearing before the Violations Committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President, or Secretary of the Association within ten (10) days after the hearing date.

(d) Applicability. The requirements of this Article VI do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due. The Association may not suspend the voting rights of a Member, except in the event of nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.

(e) Additional Enforcement Rights. The Board may elect to enforce any provision of the Declaration, these Bylaws, or the rules of the Association by self-help or by any other action authorized by the Declaration or these Bylaws and permitted by law. In any such action, to the maximum extent permissible, the Member or other person responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

(f) Changes in Law. The restrictions set forth in this Article VI are included in these Bylaws for the purpose of complying with existing Florida law regarding homeowners' associations. The restrictions of this Article VI shall, therefore, apply only to the extent that such

restrictions are required under applicable law. In the event of a change in applicable law, the Board shall have the right to unilaterally amend this Article VI if such change is necessary to bring any provision hereof into compliance to comply with such changes in the law.

Article VII

Compensation of Directors, Officers and Agents

VII.1 Directors shall not receive any compensation for their services, except that a Director shall not be precluded from serving the Association in any other capacity and receiving compensation therefor. The Board may employ a Director as an employee or contract with a Director for management of the Association. The salaries for Directors for their services in other capacities shall be fixed by the Members.

VII.2 Officers, employees or Members of advisory committees of the Association may receive compensation for their services as determined by the Board.

Article VIII

Meetings of the Board

VIII.1 The Board may establish a schedule of regular meetings to be held at such time and place as the Directors may designate.

VIII.2 Special meetings of the Board may be called by the President or the Chair of the Board on not less than three (3) days written notice to each Director except in the case of an emergency in which case the President or a majority of the Directors may call a special meeting by giving such notice to each Director as is reasonable under the circumstances to be delivered by mail or in person. Special meetings may also be called on the written request of a majority of Directors.

VIII.3 At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which a quorum is present shall be the acts of the Board. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time and at any such adjourned meeting, any business which might have been transacted may be terminated without further notice. A meeting may also be adjourned by a majority of the Directors present, whether or not a quorum exists.

VIII.4 Meetings of the Board shall be open to all Members (except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of discussion would otherwise be governed by the attorney-client privilege), and notices of meetings shall be posted in a conspicuous place at the Arbor Greene clubhouse or at some other

conspicuous place on the Property at least 48 hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and a description of the nature of the assessments.

VIII.5 Notice of any and all meetings of the Board may be waived by appropriate written waiver. The waiver of notice need not specify the purpose of the meeting.

VIII.6 The President of the Association shall preside over all meetings of the Board, and the Secretary of the Association shall keep a minute book of meetings of the Board, recording all resolutions adopted by the Board and all transactions and proceedings occurring in such meetings.

VIII.7 Except as may otherwise be provided in the Declaration, the Articles, or these Bylaws, any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken and signed by each director.

VIII.8 So long as the Class B membership exists, the Class B Members may, by a vote or written agreement of a majority thereof, disapprove any action, policy, or program of the Association, the Board and any committee which, in the judgment of the Class B Members would tend to impair the rights of the Declarant under the Declaration or these Bylaws, or interfere with the development or construction of any portion of the Property. No such action, policy or program shall become effective or implemented until and unless: (a) the Class B Members shall have been given written notice of all meetings and proposed actions approved at meetings of the Association, the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies with the applicable provisions of these Bylaws regarding notice; and (b) the Class B Members shall be given the opportunity at any such meeting to join in or have its representatives or agents join in discussion on the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. This right of disapproval may be exercised by the Class B Members, at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board or any committee.

Article IX

Notice of Meeting

IX.1 Written notice of the annual meeting of Members shall be posted in a conspicuous place at the Arbor Greene clubhouse at least seven (7) days but not more than sixty (60) days prior to the meeting. The notice of annual meeting need not be sent by mail unless required by law, in which case such requirement shall be waivable in the manner provided by law. This provision shall not be construed to make applicable to this corporation changes in law becoming effective after the adoption of these Bylaws, unless such provision will otherwise be applicable or would be applicable notwithstanding contrary provisions in these Bylaws.

IX.2 Written notice of special membership meetings stating the time, place, date and purpose of such meeting shall be posted in a conspicuous place at the Arbor Greene clubhouse at least seven (7) days but not more than sixty (60) days prior to such meeting, except in the case of an emergency, in which case notice shall be given that is reasonable under the circumstances.

IX.3 Members may waive notice of membership meetings prior to, at or subsequent to any meetings of Members except where prohibited by law. Nothing in these Bylaws shall be construed to prevent Members from acting by written agreement without meetings.

Article X

Procedures

Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with Florida law, the Articles or these Bylaws.

Article XI

Officers

XI.1 The officers of the Association shall be the President, Vice President, Secretary, Treasurer and such other officers with such powers and duties not inconsistent with these Bylaws as may be appointed and determined by the Board. Any two offices may be held by the same person.

XI.2 Officers of the Association shall be elected annually by the Board after the annual meeting of the Members of the Association, and shall hold office for one (1) year or until their successors are elected and qualified.

XI.3 In case any office of the Association becomes vacant by death, resignation, retirement, disqualification, or any other cause, the majority of the Directors then in office,

although less than a quorum, may elect an officer to fill such vacancy, and the officer so elected shall hold office and serve until the first meeting of the Board after the annual meeting of the Members next succeeding and until the election and qualification of his or her successor.

XI.4 The President shall preside at all meetings of Members and of the Board. The President shall have and exercise general charge and supervision of the affairs of the Association and shall do and perform such other duties as may be assigned to him by the Board.

XI.5 At the request of the President, or in the event of his absence or disability, the Vice President shall perform the duties and possess and exercise the powers of the President; and to the extent authorized by law, the Vice President shall have such other powers as the Board may determine and shall perform such other duties as may be assigned to him by the Board.

XI.6 The Secretary shall have charge of such books, documents and papers as the Board may determine and shall have the custody of the corporate seal. The Secretary shall attend and keep the minutes of all meetings of the Board and Members. The Secretary shall keep a record, containing the names, alphabetically arranged, of all persons who are Members, showing their places of residence, and such book shall be open for inspection as prescribed by law. The Secretary may sign with the President or Vice President, in the name and on behalf of the Association, any contract or agreement authorized by the Board, and when so authorized or ordered by the Board, the Secretary may affix the seal of the Association. The Secretary shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board, and shall do and perform such other duties as may be assigned to him by the Board.

XI.7 The Treasurer shall have the custody of all funds, property and securities of the Association, subject to such regulations as may be imposed by the Board. The Treasurer may be required to give bond for the faithful performance of his duties, in such sum and with such sureties as the Board may require. When necessary or appropriate the Treasurer may endorse on behalf of the Association for collection, checks, notes and other obligations, and shall deposit the same to the credit of the Association at such bank or banks or depository as the Board may designate. The Treasurer shall make such payments as may be necessary or proper to be made on behalf of the Association. The Treasurer shall enter regularly on the books of the Association to be kept by him for that purpose, full and accurate account of all monies and obligations received and paid or incurred by him for or on account of the Association, and shall exhibit such books at all reasonable times to any Director or Member on application at the office of the Association. The Treasurer shall, in general, perform all duties incident to the office of Treasurer, subject to the control of the Board.

XI.8 The salaries of all officers shall be fixed by the Board and shall be reasonable in amount. The fact that any officer is a Member of the Association or a Director shall not preclude his receiving a salary or voting on the resolution providing for the same.

XI.9 Any officer may be removed from office by the affirmative vote of a majority of

the whole Board.

Article XII

Committees

XII.1 General. The board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

XII.2 Violations Committee. In addition to any other committees which the Board shall establish pursuant to Section 12.1 hereof, the board may appoint a Violations Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, ~~the~~ Violations Committee shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article VI of these Bylaws. The Members of the Violations Committee may not be officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or an employee.

Article XIII

Annual Statement and Financial Report

The Board shall present at each annual meeting a full and clear statement of the business and condition of the Association. The Association shall prepare an annual financial report within sixty (60) days after the close of the Association's fiscal year. The Association shall, within ~~the~~ time limits prescribed by statute, provide each Member with a copy of the annual financial report or post the report in a prominent location on the Property (in which case a copy of the report shall be made available upon request at no charge to any Member). The financial report must consist of either: (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, which report must show the amount of receipts and expenditures by classification and ~~the~~ beginning and ending cash balances of the Association.

Article XIV

Checks

All checks or demands for money and notes of the Association shall be signed by ~~the~~ Treasurer, unless otherwise designated by the Board.

Article XV

Fiscal Year

The fiscal year of the Association is a calendar year; provided, however, the Board is authorized to elect a different fiscal year as it deems is in the best interests of the Association.

Article XVI

Budget

The Board shall adopt a budget for each fiscal year that shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with notice that a copy of the budget is available upon request at no charge to the Member, and shall provide a Member with a copy of the budget within ten (10) days after receipt of a written request from such Member. In the event the Board fails to adopt a budget for a fiscal year, the periodic budget last adopted by the Board shall be continued until such time as the Board adopts a subsequent budget.

Article XVII

Assessments

XVII.1 The Association shall have the power to levy annual, special, and individual assessments against its Members in accordance with the Declaration, for the limited purposes set forth in the Declaration. The Board has the power to and shall from time to time determine the amounts necessary to pay all expenses of the Association and to establish reasonable budgets therefor in accordance with the Declaration and these Bylaws.

XVII.2 Each Member shall pay its pro rata share of the assessments. When the Board has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each Member. Assessments are payable at the office of the Association.

XVII.3 The Board shall prepare a roster of members and assessments applicable thereto which shall be kept by the Secretary of the Association, and a copy thereof shall be made available to any Member upon reasonable request (but not more frequently than once every twelve (12) months). The Association shall, upon reasonable request, furnish to any Member liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such an assessment has been paid.

XVII.4 Declarant may elect to pay an amount for assessments as provided in the

Declaration. Declarant shall make such election each year prior to the adoption of the budget pursuant to these Bylaws, by delivering written notice of such election to the Board.

Article XVIII

Books and Records

XVIII.1 The Association shall maintain the following items, which shall constitute the official records of the Association:

- (a) copies of any plans, specifications, permits, and warranties related to improvements constructed on the Property that the Association is obligated to maintain, repair, or replace;
- (b) a copy of these Bylaws and each amendment thereto;
- (c) a copy of the Articles and each amendment thereto;
- (d) a copy of the Declaration and each amendment thereto;
- (e) a copy of the current rules of the Association;
- (f) a copy of the current Design Review Criteria and any Neighborhood Design Review Criteria;
- (g) the Minutes of all meetings of the Board and of the Members, which Minutes must be retained for at least seven (7) years;
- (h) a current roster of all Members and their mailing addresses and parcel identifications;
- (i) all of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;
- (j) a current copy of all contracts to which the Association is a party (bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year); and
- (k) The financial accounting records of the Association, according to good accounting practices.

All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include: (1) accurate, itemized, and detailed

records of all receipts and expenditures; (2) a current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due; (3) all tax returns, financial statements, and financial reports of the Association; (4) any other records that identify, measure, record, or communicate financial information.

XVIII.2 The official records shall be maintained by the Association within the state and shall be open to inspection and shall be available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Association of a written request for access.

XVIII.3 Minutes of all meetings of Members and of the Board shall be maintained in written form. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the Minutes.

Article XIX

Authority of Owner

No Member, except as an officer of this corporation, shall have any authority to act for the corporation or to bind it.

Article XX

Amendment

XX.1 The Class B Members may, by the vote or written agreement of the majority thereof, unilaterally amend these Bylaws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on the Lots; or (d) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Lots. However, any such amendment shall not adversely affect the title to any Lot unless the owner of such Lot shall consent thereto in writing. So long as the Class B membership exists, the Class B Members may unilaterally amend these Bylaws for any other purpose, provided the amendment has no material adverse effect upon any right of any owner of a Lot.

XX.2 Except as provided above, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing ten percent (10%) of the Class A votes, and the consent of each of the Class B Members, if the Class B membership

still exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

XX.3 In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws. If Member consents to any amendment to the Declaration or these Bylaws, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any mortgage or contract between the Member and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Article XXI

Insurance

XXI.1 The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or who is or was serving at the request of the Association as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Bylaws.

XXI.2 The Association may purchase and maintain a policy of comprehensive general liability insurance, naming the Association, Declarant, and the Builders as insureds.

XXI.3 As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, any management company, Declarant, the Builders, and the officers, directors, agents, and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreements by such persons, but only to the extent that insurance proceeds are received in compensation for such loss.

XXI.4 Whenever the Association is required to purchase and maintain a policy of insurance which shall name Declarant and/or the Builders as insureds, such obligation to name Declarant and/or the Builders as insureds shall cease as to Declarant and the Builders, respectively, upon conveyance of title to the last Lot owned by Declarant and the Builders, respectively.

Article XXII

Validity of Bylaws

If any Bylaw or part thereof shall be adjudged invalid, the same shall not affect the validity of any other Bylaw or part thereof.

Article XXIII

Rules and Regulations

The Board may from time to time adopt rules and regulations regarding the operation of the Property, and all Members shall abide thereby. All rules and regulations shall equally apply to all Members similarly situated and shall be uniform in their application and effect. The Board shall have the authority to enforce all rules and regulations in accordance with the Declaration.

Article XXIV

Management Agreement

The Board may enter into a management agreement for the management of the administrative affairs of the Association with any person or entity (including without limitation, any Officer, Director, Member, or the Declarant under the Declaration, or any firm, association, corporation, or partnership in which any Officer, Director, Member, or the Declarant has any pecuniary or other interest), upon such terms and conditions as the Board may deem to be in the best interest of the Members and the Property. The Board shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules, and otherwise determine matters which are not of an administrative nature.

1189-038-0495814.03

MEMORANDUM OF ACTION BY DIRECTORS OF
ARBOR GREENE OF NEW TAMPA HOMEOWNERS ASSOCIATION, INC.,
A Corporation Not-for-Profit
TAKEN IN LIEU OF FORMAL ORGANIZATIONAL MEETING

The undersigned, being all of the Directors of ARBOR GREENE OF NEW TAMPA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereby take the following written actions in lieu of holding a formal organizational meeting, pursuant to Sections 617.0205 and 617.0821 of the *Florida Statutes*:

RESOLVED, that the Articles of Incorporation as filed with the Secretary of State and the Certificate of Incorporation issued by the Secretary of State of Florida be filed in the corporate minute book with this Memorandum of Action.

RESOLVED, that the proposed Bylaws as presented be and hereby are adopted as and for the Bylaws of the Corporation, and that such Bylaws be filed in the corporate minute book with this Memorandum of Action.

RESOLVED, that the officers of the Corporation shall be and hereby are as set forth below, and shall serve as such until a successor or successors are duly elected and qualified:

<u>Name</u>	<u>Offices</u>
Charles B. Funk	President, Assistant Secretary, Assistant Treasurer
Jeffrey B. Meehan	Vice President, Assistant Secretary, Treasurer
John C. Blakley	Vice President, Secretary

RESOLVED, that, to the extent the Corporation is eligible for tax exempt status under the applicable provisions of the Internal Revenue Code, the Corporation shall apply for tax-exempt status with the Internal Revenue Service.

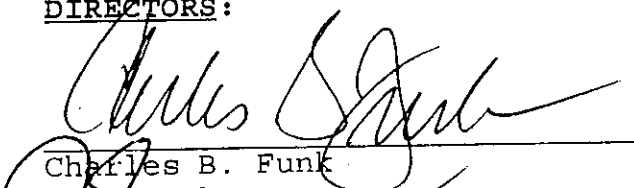
RESOLVED, that the funds of the Corporation be deposited in such bank or banks as the President of the Corporation shall elect and that the necessary bank resolution forms be properly executed by the officers of the Corporation.

RESOLVED, that the Secretary procure the books of account and other books necessary or appropriate for carrying on the Corporation's business.

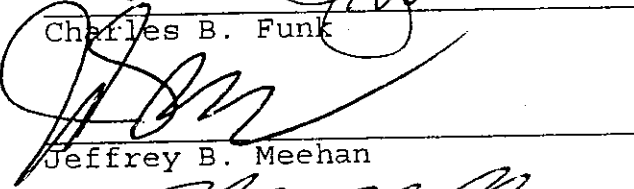
RESOLVED, that the Corporation hereby authorizes the payment of all charges and expenses incident to or arising out of the organization of the Corporation.

IN WITNESS WHEREOF, the undersigned, constituting all of the Directors of ARBOR GREENE OF NEW TAMPA HOMEOWNERS ASSOCIATION, INC., hereby execute this Memorandum of Action effective as of the 19th day of August, 1998.


DIRECTORS:



Charles B. Funk



Jeffrey B. Meehan



John C. Blakley

1189-038-0611740.01

THIS IS NOT A CERTIFIED COPY

**CERTIFICATE OF AMENDMENT TO THE BYLAWS OF
ARBOR GREENE OF NEW TAMPA HOMEOWNER'S ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendment to Article V, Section V.2 of the Bylaws of Arbor Greene of New Tampa Homeowner's Association, Inc. recorded at Official Records Book 8473, Page 1973, et seq., of the Public Records of Hillsborough County, Florida and as may have been later amended from time to time, was duly adopted in the manner and by the proportion of voting members provided in the Governing Documents at a meeting held on the 25th March, 2008.

IN WITNESS THEREOF, we have affixed our hands this 22 day of March, 2018 at Hillsborough County, Florida.

WITNESSES

Sign [Signature]
Print Harriet Boucher
Sign Bette Lou Stephens
Print Bette Lou Stephens

ARBOR GREENE OF NEW TAMPA
HOMEOWNER'S ASSOCIATION, INC.

By: [Signature]
Print Name: Paul Boucher
As President
[Signature]
Secretary Frank Pazdzinski

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22 day of MARCH 2018, by Paul Boucher and Frank Pazdzinski as President and Secretary respectively, of Arbor Greene of New Tampa Homeowner's Association, Inc., a Florida not-for profit corporation, on behalf of the corporation.



CLAUDIA MARIE MAYO
MY COMMISSION # FF 909151
EXPIRES: December 11, 2019
Bonded Thru Budget Notary Services

[Signature]
Signature of Notary Public - State of Florida

CLAUDIA MARIE MAYO
Print, Type or Stamp Commissioned Name of Notary Public

Personally Known or Produced Identification _____
Type of Identification Produced _____

THIS IS NOT A
CERTIFIED COPY
AMENDMENT TO THE BYLAWS OF ARBOR GREENE OF NEW TAMPA
HOMEOWNER'S ASSOCIATION, INC.

Amendment to Article V, Section V.2 of the Bylaws of Arbor Greene of New Tampa Homeowner's Association, Inc., recorded at Official Records Book 9278, Page 728, et seq., of the Public Records of Hillsborough, County, Florida.

Article V

Directors

V.2 The Board shall serve until the election of a new Board at the annual meeting of the membership, and each director shall be elected to serve until the next annual meeting of the membership or until his successor shall be elected and shall qualify. The number of directors shall be not less than three (3). The initial Board shall consist of three (3) directors as identified in the Articles.

Beginning with the annual membership meeting in 2008, directors shall be elected for staggered terms. At the 2008 annual membership meeting three (3) directors shall be elected to serve two (2) year terms, and four (4) directors shall be elected to serve one (1) year terms. At the 2008 election the three (3) candidates receiving the greatest number of votes shall take two (2) year terms, and the remaining candidates will take one (1) year terms.

The minutes of the annual meeting shall designate the length of term for which each successful candidate has been elected.